

# EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Easement and Temporary  
Construction Easement with  
the Port of Everett for the  
Grand Avenue Pedestrian  
Bridge

8.24.16	Action	Consent
	First Reading	
	Second Reading	
	Third Reading	
	Briefing	

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Real Property

Mike Palacios

425-257-8938

August 24, 2016

Initialed by:

Department Head

CAA

Council President



**Location**

Grand Avenue Bridge  
Project

**Preceding Action**

**Attachments**

Easement, Temporary  
Construction Easement

**Department(s) Approval**

Public Works, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The "landing pad" for the Grand Avenue Bridge will be on Port of Everett property. Because of this, the City needs a permanent easement for the pad, plus a temporary construction easement for bridge construction. The forms of easement are attached, which are similar to past easements with the Port.

**RECOMMENDATION:**

Authorize the Mayor to sign the Easement and Temporary Construction Easement with the Port of Everett for the Grand Avenue Pedestrian Bridge in generally in the form provided.



After recording mail to:  
Real Property Manager  
3200 Cedar Street  
Everett, WA 98201

**W.O. # 3588**  
**Bridge Landing Pad**



*Tax Account Number: 29051800400900; 29051800102500;  
29051800209100*

*ABBREVIATED LEGAL DESCRIPTION: Ptn. of SW1/4, SE1/4 and NW1/4, SE1/4 Section 18, T29N, R5E, W.M.*

### **EASEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the **Port of Everett**, a Washington Port District, hereinafter referred to as "Grantor," and the **City of Everett**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City."

In consideration of mutual benefits to be derived and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, Grantor hereby conveys and warrants the following Easement:

A non-exclusive perpetual Easement across, along, in, upon and under Grantor's property described below for the purpose of constructing, reconstructing, operating, maintaining and repairing a bridge, and appurtenances thereto; including all appurtenances attached thereto together with the right of ingress to and egress from said property and across adjacent property of the Grantor and the right to use adjacent property of the Grantor for the purpose of piling dirt and providing trench stabilization during the construction, reconstruction, operation, maintenance and repair of the aforesaid improvement or facility ("Easement").

The Easement is over and across a tract of land situated in the County of Snohomish, State of Washington, and the Easement area is legally described in Exhibit "A" attached hereto and incorporated herein by reference.

This Easement is granted subject to and conditioned upon the following terms, conditions and covenants which both Grantor and City hereby promise to faithfully and fully observe and perform:

1. Grantor shall at all times conduct its activities and all other activities conducted on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other facilities, now or hereafter maintained upon the Easement, or in any way interfere with, obstruct or endanger the City's use of the Easement.

2. Prior to any construction, work or any other activity by Grantor within the Easement, notification and plans for the same shall be submitted in writing to the City by Grantor. No such construction, work or activity by Grantor shall be commenced unless the Grantor can demonstrate to the satisfaction of the City Engineer that such construction, work or activity does not and will not interfere with the City's Easement rights and has obtained the City Engineer's prior written approval, which approval shall not be unreasonably withheld, delayed, or conditioned. PROVIDED, HOWEVER, any changes or revisions in the plans shall also be subject to the City Engineer's prior approval, which approval shall not be unreasonably withheld, delayed, or conditioned. The City's review of the Grantor's plans under this Easement shall not be deemed to impose any duty or obligation on the City to determine the adequacy or sufficiency of Grantor's plans and designs nor whether Grantor's construction, work or activity is in conformance with other applicable plans, codes and regulations. Further, agreement by the City to such construction, work or activity shall not in any manner be considered as imposing any obligation, duty or liability upon the City as to the safety or propriety of such construction, work or activity.

3. Grantor hereby authorizes City to cut, trim and remove any and all brush, trees, other vegetation or debris upon the Easement and the right of access for such purposes when

needed for work on the City's Grand Avenue Bridge. To the extent that the City identifies brush, trees or other vegetation and debris on Grantor's property which, in the City's reasonable judgment, constitutes a hazard to the Easement and the right of access for such purposes, the City shall notify the Grantor and request that Grantor remove the hazard or authorize the City to do so. In the event of a disagreement as to the existence of a or as to what method may be used to remove the hazard, the parties shall resolve the disagreement pursuant to the dispute resolution provisions set forth below.

4. In the event Grantor places any improvements within the Easement area without first having obtained the written approval of the City Engineer, the Grantor shall cease all such activity and remove any and all improvements placed therein without the written agreement of the City Engineer. In the event Grantor fails to obtain prior approval, Grantor hereby authorizes the City to remove any and all improvements placed or constructed therein and hold the City, its officers, employees and agents harmless from damage caused to said improvements arising out of or related to their removal. Grantor further agrees to pay the City for any and all costs incurred by the City in removing the improvements. This right is in addition to any other right the City may have at law or in equity.

5. Prior to the City conducting any activity within the Easement area, such as, but not limited to, maintenance and repair work, it shall notify the Grantor in advance and obtain the Grantor's written approval, which may contain conditions on hours and traffic control, and which written approval shall not be unreasonably withheld or delayed.

6. [Omitted]

7. The Grantor also covenants to the City that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to grant this Easement; that same is free and clear of encumbrances, and that Grantor will forever warrant and defend the

title to said Easement and the quiet possession thereof against the lawful claims and demands of all other persons whomsoever.

8. The rights and obligations of the Grantor and City shall inure to the benefit of and be binding upon their respective heirs, successors and assigns.

9. In the event that a dispute under this Easement arises between the parties, both parties agree to work diligently and expeditiously to resolve that dispute. If a dispute arises, at the request of one party, both parties shall meet, within three (3) days to discuss the substance of the issue(s) in dispute. In the event that the parties are unsuccessful in resolving the dispute(s) at the initial meeting, within three (3) days thereafter, the Grantor's Director of Engineering, or his designee, and the City's Director of Public Works, or his designee, shall meet to discuss the substance of the issue(s) in dispute. If the parties are unsuccessful in resolving the disputed issue(s) at this subsequent meeting, the parties agree to engage the services of a mediator who is mutually acceptable and participate in mediation within twenty (20) days of the subsequent meeting or as soon thereafter as the mediator may be available or at such later date as the parties may agree. In the event that mediation fails to resolve the issue(s) in dispute, each party shall be free to seek such other recourse as may be available.

Executed as of the date hereinabove set forth.

GRANTOR

**PORT OF EVERETT**

By: \_\_\_\_\_  
**Les Reardanz**

Title: **Executive Director**

GRANTEE

**CITY OF EVERETT**

By: \_\_\_\_\_  
Ray Stephanson

Title: Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON       )  
                                      :ss.  
County of Snohomish       )

I certify that I know or have satisfactory evidence that **Les Reardanz** signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Executive Director of the Port of Everett** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_  
Signature of  
Notary Public: \_\_\_\_\_  
Notary (print name) \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON       )  
  :ss.  
County of Snohomish       )

I certify that I know or have satisfactory evidence that **Ray Stephanson** signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Mayor of the City of Everett** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_  
Signature of \_\_\_\_\_  
Notary Public: \_\_\_\_\_  
Notary (print name) \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



## **Exhibit "A"**

Page 1 of 3

### **Permanent Easement Legal Description for Tax Account Number 29051800400900**

(GRAND AVE PARK BRIDGE – Parcel 002)

Portion of SW1/4, SE1/4 Section 18, Township 29 North, Range 5 East, W.M. described as follows:

Commencing at the monument located in the northeast quadrant of the intersection of Grand Avenue and 16<sup>th</sup> Street in the City of Everett;

Thence along a line bearing S 01° 41' 56.63" W 90.84 feet to a point on a line perpendicular to the centerline of West Marine View Drive

Thence N 88° 18' 03.37" W along said line 379.05 feet to the **True Point of Beginning**

(L24 partial) Thence S 01° 08' 54.00" W 18.38 feet

(L25) Thence N 88° 18' 03.37" W 28.32 feet

(L26) Thence N 01° 41' 56.63" E 47.02 feet

(L27) Thence S 88° 18' 03.37" E 27.87 feet

(L24 partial) Thence S 01° 08' 54.00" W 28.63 feet back to the **Point of Beginning**

## Exhibit "A"

Page 2 of 3

### Permanent Easement Legal Description for Tax Account Number 29051800102500

(GRAND AVE PARK BRIDGE - Parcel 004)

Portion of NW1/4, SE1/4 Section 18, Township 29 North, Range 5 East, W.M. described as follows:

Commencing at the monument located on the centerline of West Marine View Drive in the City of Everett (North 367887.42 East 1302450.39)

Thence along said centerline S 00° 01' 34.35" W 451.94 feet to a point on a line perpendicular to the centerline of West Marine View Drive

Thence along said line N 88° 00' 11.00" W 68.06 feet to the **True Point of Beginning**

(L32) Thence S 01° 59' 26.87" W 21.46 feet

(L33) Thence N 88° 00' 11.00" W 260.85 feet

(L34) Thence N 42° 58' 36.11" W 96.14 feet

(L35) Thence N 12° 16' 32.00" W 39.17 feet

(L36) Thence S 42° 58' 36.11" E 121.53 feet

(L37) Thence S 88° 00' 11.00" E 29.03 feet

(L38) Thence N 01° 48' 15.90 "E 10.83 feet

(L39) Thence S 87° 59' 44.40" E 15.00 feet

(L40) Thence S 01° 46' 35.82" W 9.36 feet

(L41) Thence S 88° 00' 11.00" E 208.53 feet back to the **True Point of Beginning**

## Exhibit "A"

Page 3 of 3

### Permanent Easement for Tax Account Number 29051800209100

(GRAND AVE PARK BRIDGE - Parcel 005)

Portion of NW1/4, SE1/4 Section 18, Township 29 North, Range 5 East, W.M. described as follows:

Commencing at the monument located on the centerline of West Marine View Drive in the City of Everett (North 367887.42 East 1302450.39)

Thence along said centerline S 00° 01' 34.35" W 451.94 feet to a point on a line perpendicular to the centerline of West Marine View Drive

Thence along said line N 88° 00' 11.00" W 68.06 feet

(L32) Thence S 01° 59' 26.87" W 21.46 feet

(L33) Thence N 88° 00' 11.00" W 260.85 feet

(L34) Thence N 42° 58' 36.11" W 96.14 feet to the **True Point of Beginning**

(L42) Thence N 42° 58' 36.11" W 111.78 feet

(L43) Thence N 88° 59' 48.48" W 5.45 feet

(L44) Thence N 00° 19' 39.46" E 20.00 feet

(L45) Thence S 88° 59' 48.48" E 14.18 feet

(L46) Thence S 42° 58' 36.11" E 86.59 feet

(L35) Thence S 12° 16' 32.00" E 39.17 feet back to the **True Point of Beginning**



After recording mail to:

City of Everett  
Real Property Manager  
3200 Cedar Street  
Everett, WA 98201

**W.O. # 3588**  
**Grand Avenue Bridge**  
Temporary Construction Easement

*Tax Account Number: 29051800400800; 29051800400900;  
29051800401000*



*ABBREVIATED LEGAL DESCRIPTION: Ptn. of SW1/4, SE1/4 Section 18, T29N, R5E, W.M.*

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and among between the **Port of Everett**, a Washington port district (hereinafter referred to as "Grantor"), and the **City of Everett**, a municipal corporation under the laws of the State of Washington, (hereinafter referred to as "City") as Grantee, on behalf of itself and its successors and assigns.

Grantor is the owner of certain real property, as more particularly described on Exhibit "A" attached hereto (hereafter referred to as the "Property"), and is executing this Agreement on behalf of itself and its successors and assigns.

By separate Easement Agreement, the Grantor has granted to the City a permanent easement for the landing pad for the commonly referred to as Grand Avenue Bridge. In order to install the bridge and utilize the granted easement area, it will be necessary for the City to have temporary construction easements over certain portions of the Port's property. For these reasons, the Port has agreed to grant this Agreement to the City.

In consideration of mutual benefits to be derived and in consideration of and subject to the performance of the covenants, terms and conditions hereinafter set forth, Grantor hereby conveys and warrants to the City, subject to the terms and conditions contained herein, and during the period of initial installation and construction of Grand Avenue Bridge, as follows:

The City shall have a non-exclusive temporary construction easement in gross across, along, in and under the following-described property, as particularly described on Exhibit "A" hereto, which area of land being referred to hereafter as the "Temporary Construction Easement," the approximate location of which are depicted as parcels 001, 002, and 006 on the *Grand Ave Park Bridge, COE WO #3588, Overall Right of Way Detail, Sheet 1 of 2*, attached hereto as Exhibit "B". This Temporary Construction Easement automatically shall terminate upon final completion of installation of an Grand Avenue Bridge.

The City may allow use of the Temporary Construction Easement by the City's invitees (with such invitees including, for example, the City's employees, suppliers, contractors and subcontractors) upon the terms hereof and for the permitted purposes set forth herein.

The City's rights with respect to the Temporary Construction Easement are subject to and conditioned upon the following terms, which both Grantor and City hereby promise to faithfully and fully observe and perform:

1. In exercising the rights granted in this Agreement for the Temporary Construction Easement, vehicular access along the Temporary Construction Easement shall be reasonably maintained during construction, maintenance and/or repair activities.

In connection with its installation of improvements within the Temporary Construction Easement and its exercise of its other rights under this Agreement, the City will take reasonable steps to avoid material interference with the Port's operations on the Property. The City shall complete its initial construction and installation of the Grand Avenue Bridge within sixty (60) weeks following the City's commencement of such field construction.

2. Grantor shall at all times conduct their activities and any other activities on the Property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other facilities, now or hereafter maintained upon the Temporary Construction Easement, or in any way interfere with, obstruct or endanger the City's use of the Temporary Construction Easement.

3. Prior to any construction, work or any other activity by Grantor involving any improvement of the Temporary Construction Easement, notification and plans for the same shall be submitted in writing to the City by Grantor, as the case may be. No such construction, work or activity by Grantor shall be commenced unless the Grantor can demonstrate to the satisfaction of the City Engineer that such construction, work or activity does not and will not unduly interfere with the City's rights with respect to the Easement and has obtained the City Engineer's prior written approval, which approval shall not be unreasonably withheld, delayed, or conditioned. PROVIDED, HOWEVER, any changes or revisions in any approved plans shall also be subject to the City Engineer's prior approval, which approval shall not be unreasonably withheld, delayed, or conditioned. The City's review of any such plans shall not be deemed to impose any duty or obligation on the City to

determine the adequacy or sufficiency of Grantor's plans and designs nor whether Grantor's construction, work or activity is in conformance with other applicable plans, codes and regulations. Further, agreement by the City to such construction, work or activity shall not in any manner be considered as imposing any obligation, duty or liability upon the City as to the safety or propriety of such construction, work or activity.

4. Grantor hereby authorizes City to cut, trim and remove any and all brush, trees, other vegetation or debris upon the Temporary Construction Easement and the right of access for such purposes when needed for work on the City's Grand Avenue Bridge. To the extent that the City identifies brush, trees or other vegetation and debris within the Temporary Construction Easement that, in the City's reasonable judgment, constitutes a hazard to the Temporary Construction Easement and the right of access for such purposes, the City shall notify the Grantor and request that Grantor remove the hazard or authorize the City to do so. If Grantor fails to remove the hazard in a timely manner, Grantor further agrees that the City may remove the hazard at the City's cost. This right is in addition to any other right the City may have at law or in equity. In the event of a disagreement as to the existence of a hazard or as to what method may be used to remove the hazard, the parties shall resolve the disagreement pursuant to the dispute resolution provisions set forth below. Nothing in this Section shall require Grantor to pay for the costs of removing existing subsurface conditions at the time of any construction, maintenance or repair activities; provided, however, this provision shall not affect any responsibility Grantor may have under applicable contractual or statutory environmental provisions or laws or under Section 6 of this Agreement.

5. In the event Grantor places any improvements within the Temporary Construction Easement area without first having obtained the written approval of the City Engineer as required by the foregoing Paragraph 3, the Grantor shall cease all such activity and remove any and all improvements placed therein without the written agreement of the City Engineer. Notwithstanding anything to the contrary in this Agreement, the placement or storage of portable solid waste shipping containers within the Temporary Construction Easement shall not be considered or treated as an "improvement" as long as the placement of such containers within the Temporary Construction Easement does not unreasonably interfere with the City's construction, maintenance and/or repair activities. If there is a need temporarily to remove portable solid waste shipping containers in order to accommodate construction, maintenance and/or repair activities by the City in the Temporary Construction Easement, the City shall give Grantor reasonable advance notice of the need for such temporary removal, and Grantor shall remove such containers from the Temporary Construction Easement in a timely manner for the period necessary to accommodate such construction, maintenance or repair activities. In the event Grantor fails to obtain prior approval or cause such a temporary removal of portable solid waste containers in a timely manner, Grantor hereby authorizes the City to remove such containers and to relocate them elsewhere on the Property, and Grantor agrees to hold the City, its officers, employees and agents harmless from damage caused to such containers arising out of or related to any such removal and relocation on the Property. Grantor shall pay the City for any and all costs

incurred by the City in effectuation such a removal and relocation of any such containers. This right is in addition to any other right the City may have at law or in equity.

6. [Omitted]

7. The Grantor also covenants to the City that Grantor is lawfully seized of the land on which the Easement is located; has a good and lawful right and power to grant to the City the rights with respect to the Temporary Construction Easement provided for by this Agreement; that the Temporary Construction Easement is not subject to any liens or encumbrances inconsistent with this Agreement; and that Grantor will forever warrant and defend the title to the Temporary Construction Easement and the quiet use of the City thereof in accordance with this Agreement against the lawful claims and demands of all other persons whomsoever.

8. The rights and obligations of the Grantor and City shall inure to the benefit of and be binding upon their respective heirs, successors and assigns.

9. In the event that a dispute under this Agreement arises between the parties, each party to the dispute agrees to work diligently and expeditiously to resolve that dispute. If a dispute arises, at the request of one party, each of the parties to the dispute shall meet, within three (3) days to discuss the substance of the issue(s) in dispute. In the event that the parties are unsuccessful in resolving the dispute(s) at the initial meeting, within three (3) days thereafter, the Grantor's Director of Engineering, or his designee, and/or the City's Director of Public Works, or his designee, as the case may be, shall meet to discuss the substance of the issue(s) in dispute. If the parties to the dispute are unsuccessful in resolving the disputed issue(s) at this subsequent meeting, the parties to the dispute agree to engage the services of a mediator who is mutually acceptable and participate in mediation within twenty (20) days of the subsequent meeting or as soon thereafter as the mediator may be available or at such later date as the parties to the dispute may agree. In the event that mediation fails to resolve the issue(s) in dispute, each party to the dispute shall be free to seek such other recourse as may be available.

10. The terms and conditions of this Agreement are intended to run with the land.

Executed as of the date hereinabove set forth.



**GRANTOR:**

PORT OF EVERETT, a Washington port district

\_\_\_\_\_  
By: Les Reardanz  
Its: Executive Director

**GRANTEE:**

CITY OF EVERETT, a municipal corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON        )  
                                      )ss.  
COUNTY OF SNOHOMISH     )

I certify that I know or have satisfactory evidence that Les Reardanz signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Port of Everett, a Washington port district, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature of \_\_\_\_\_

Notary Public: \_\_\_\_\_

Notary (print name) \_\_\_\_\_

Residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON       )  
  )ss.  
COUNTY OF SNOHOMISH    )

I certify that I know or have satisfactory evidence that Ray Stephanson signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Everett, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_  
Signature of  
Notary Public: \_\_\_\_\_  
Notary (print name) \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



## Exhibit "A"

Page 1 of 3

### Temporary Construction Easement for Tax Account Number 29051800400800

(GRAND AVE PARK BRIDGE - Parcel 001)

Portion of SW1/4, SE1/4 Section 18, Township 29 North, Range 5 East, W.M. described as follows:

Commencing at the monument located in the northeast quadrant of the intersection of Grand Avenue and 16<sup>th</sup> Street in the City of Everett;

Thence along a line bearing S 01° 41' 56.63" W 90.84 feet to a point on a line perpendicular to the centerline of West Marine View Drive

Thence N 88°18' 03.37"W along said line 379.05 feet

Thence S 01° 08' 54.00" W 21.17 feet to the northeast property corner of said parcel and the **True Point of Beginning**

(L1) Thence S 01° 08' 54.00" W 63.53 feet

(L2) Thence S 88° 53' 54.03" E 124.50 feet

(L3) Thence N 00° 50' 27.65" E 68.97 feet

(L4) Thence S 88° 42' 39.10" E 46.30 feet

(L5) Thence N 34° 34' 56.23" E 19.89 feet

(L6) Thence S 55° 44' 18.79" E 40.05 feet

(L7) Thence S 89° 39' 12.20" E 33.74 feet back to the **Point of Beginning**

## Exhibit "A"

Page 2 of 3

### Temporary Construction Easement for Tax Account Number 29051800400900

(GRAND AVE PARK BRIDGE – Parcel 002)

Portion of SW1/4, SE1/4 Section 18, Township 29 North, Range 5 East, W.M. described as follows:

Commencing at the monument located in the northeast quadrant of the intersection of Grand Avenue and 16<sup>th</sup> Street in the City of Everett;

Thence along a line bearing S 01° 41' 56.63" W 90.84 feet to a point on a line perpendicular to the centerline of West Marine View Drive

Thence N 88° 18' 03.37" W along said line 379.05 feet to the **True Point of Beginning**

(L8 partial) Thence N 01° 08' 54.00" E 56.51 feet

(L9) Thence N 13° 26' 37.00" E 39.92 feet

(L10) Thence N 01° 08' 54.00" E 41.99 feet

(L11) Thence N 88° 41' 07.11" W 39.09 feet

(L12) Thence S 34° 12' 53.17" W 172.21 feet

(L13) Thence S 01° 06' 17.71" W 9.15 feet

(L4) Thence N 88° 42' 39.10" W 46.30 feet

(L5) Thence S 34° 34' 56.23" W 19.89 feet

(L6) Thence N 55° 44' 18.79" W 40.05 feet

(L7) Thence N 89° 39' 12.20" W 33.74 feet

(L8 partial) Thence N 01° 08' 54.00" E 56.51 feet back to the **Point of Beginning**

## Exhibit "A"

Page 3 of 3

### Temporary Construction Easement for Tax Account Number 29051800401000

(GRAND AVE PARK BRIDGE -- Parcel 006)

Portion of SW1/4, SE1/4 Section 18, Township 29 North, Range 5 East, W.M. described as follows:

Commencing at the monument located in the northeast quadrant of the intersection of Grand Avenue and 16<sup>th</sup> Street in the City of Everett;

Thence along a line bearing S 01° 41' 56.63" W 90.84 feet to a point on a line perpendicular to the centerline of West Marine View Drive

Thence N 88° 18' 03.37" W along said line 379.05 feet

Thence S 01° 08' 54.00" W 84.69 feet

(L2) Thence N 88° 53' 54.03" W 124.50 feet to the southeasterly property corner of said parcel and the **True Point of Beginning**

(L14) Thence N 89° 09' 33.13" W 16.29 feet

(L15) Thence N 01° 26' 14.44" E 72.77 Feet

(L16) Thence N 34° 14' 04.29" E 190.69 Feet

(L17) Thence S 88° 41' 05.85" E 44.17 feet

(L18) Thence S 44° 03' 29.98" E 0.47 Feet

(L19) Thence S 01° 08' 54.00" W 9.67 feet

(L11) Thence N 88° 41' 07.11" W 39.09 feet

(L12) Thence S 34° 12' 53.17" W 172.21 feet

(L13) Thence S 01° 06' 17.71" W 9.15 feet

(L3) Thence S 00° 50' 27.65" W 68.97 feet back to the **Point of Beginning**

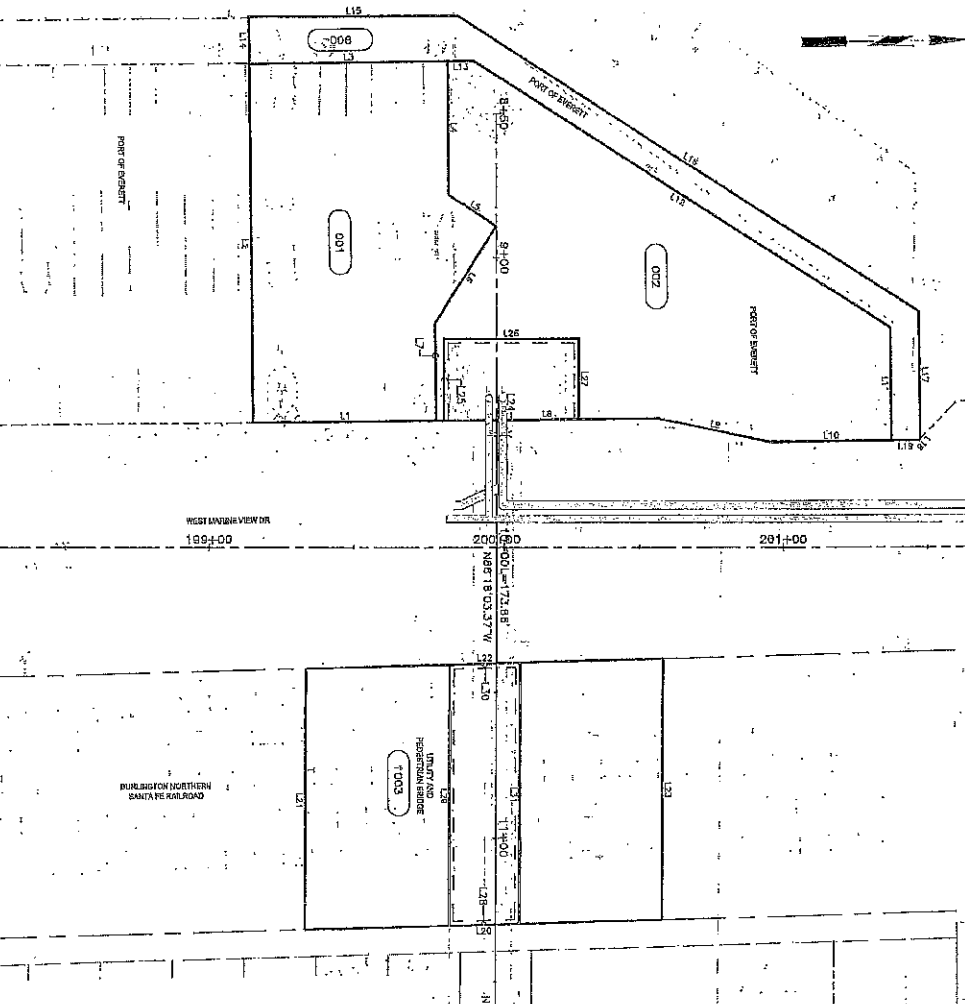
# Exhibit "B"

SECTION 18 T. 29N R. 5 SE

LEGEND

- PROPERTY LINE
- EXISTING RIGHT OF WAY
- RIGHT RIGHT OF WAY
- CONTROL MONUMENT
- PARCEL NUMBER
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED PERMANENT EASEMENT

PROPOSED TEMPORARY CONSTRUCTION EASEMENT				
LINE #	LENGTH	DIRECTION	START (NORTH/NEAR EASTERN)	END (NORTH/NEAR EASTERN)
L1	83.53'	S108°54.00'W	N36°41.51'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L2	124.50'	N88°53'54.03'W	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L3	88.97'	N07°07.65'E	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L4	48.30'	S88°42'36.10'E	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L5	18.89'	N37°34'56.23'E	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L6	40.05'	S85°44'18.79'E	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L7	33.74'	S88°07'12.90'E	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L8	77.78'	N108°54.00'E	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L9	38.82'	N129°31.00'E	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L10	41.88'	N108°54.00'E	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L11	38.05'	N88°41'07.11'W	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L12	172.21'	S37°12'53.17'W	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L13	9.15'	S108°17'11'W	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L14	16.25'	N88°09'33.13'W	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L15	72.77'	N128°14.44'E	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L16	130.80'	N34°10.42'N	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L17	44.17'	S88°41'06.85'E	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L18	0.47'	S44°03'28.89'E	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W
L19	9.87'	S108°54.00'W	N36°55.63'E E1302°09.51'W	N36°55.63'E E1302°09.51'W



PROPOSED TEMPORARY CONSTRUCTION EASEMENT PARCEL 003				
LINE #	LENGTH	DIRECTION	START (NORTH/NEAR EASTERN)	END (NORTH/NEAR EASTERN)
L20	124.55'	S007°46.04'W	N36°44.33'E E1302°09.51'W	N36°44.33'E E1302°09.51'W
L21	90.03'	N88°18'03.37'W	N36°44.33'E E1302°09.51'W	N36°44.33'E E1302°09.51'W
L22	124.55'	N007°46.04'E	N36°44.33'E E1302°09.51'W	N36°44.33'E E1302°09.51'W
L23	90.03'	S88°18'03.37'E	N36°44.33'E E1302°09.51'W	N36°44.33'E E1302°09.51'W

NO. DATE APPRO. PLANS ISSUED FOR. ACTION DATE APPRO. ACTION DATE APPRO.

CITY OF EVERETT  
PUBLIC WORKS  
DEPARTMENT

GRAND AVE PARK BRIDGE  
COE WO# 3588

OVERALL RIGHT OF WAY DETAIL  
SHEET 1 OF 2

RW2